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NAVY DEPT
INTELLIGENCE REPORT

DATE:

INFO.

DIST. 19 November 1947

PAGES 32

SUPPLEMENT

25X1**ORIGIN**

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Main Agreement

Appendix I. Trade Treaty

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Appendix II, Agreement on the Exchange of Goods

Supplement "A" to Appendix II, Lists of Goods to be Exchanged

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Appendix IV, Agreement on CSR Industrial Investment Deliveries

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Appendix XI. Protocol on Construction of Industrial Installations

Document No.

NO CHANGE in Class

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Class. CHANGED TO:

DDA Memo. 4 Apr 77

Auth: DDA REG. 77/176

DATE: 28 Jan 62

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Agreement between the CSR and the Polish Republic
on the Guarantee of Economic Collaboration

20 September 1947

The President of CSR and the President of the Polish Republic, motivated by the desire to collaborate in the spirit of the Treaty of Friendship and Mutual Assistance concluded between the CSR and the Polish Republic, and of the supplements and protocols to that Treaty, signed on 10 March 1947 in Warsaw, and being of the conviction:

- that the history of both countries demonstrates the need for their close collaboration in all fields;
- that such close collaboration will have a beneficial influence on the development of creative forces within both countries and on the well-being of their populations;
- that such collaboration strengthens both countries' capacities for developing commercial ties with other countries, and thereby causes a new contribution to be made to international trade;
- that permanent collaboration can be achieved only if it has as its basis well-defined terms of agreement and a supporting organization;

have decided to conclude a special agreement to further these aims and have designated as their plenipotentiaries:

The President of the CSR:

Mr. Jan Masaryk, Minister of Foreign Affairs,
Dr. Hubert Ripka, Minister of Foreign Trade.

The President of the Polish Republic:

Dr. Hilary Kinc, Minister of Industry and Trade,
Mr. Stefan Wierbowski, Polish Minister to the CSR,
Dr. Adam Rose, Minister Plenipotentiary.

who, after having exchanged and verified their credentials, have reached agreement on the following stipulations:

Article I: The aims of economic collaboration between the CSR and the Polish Republic.

The principal aims are:

- a) Maximum increase in the mutual exchange of goods.
- b) Maximum exploitation of both countries' transport systems for export, import, and transit of goods by way of rail, water, and air.
- c) Establishment of close collaboration between corresponding fields in the economic life of both countries.
- d) Establishment of close collaboration between technical and economic institutes of learning, and research institutes in both countries, for the purpose of exchanging information.
- e) Consultations in the economic field between both countries with respect to a common policy to be followed in international institutions.

Article II: Means leading to the achievement of these aims.

In order to achieve the aims cited above, the two governments concur in the following agreements and protocols which form the appendices to this agreement:

A. Exchange of Goods

Appendix 1: Trade Treaty

- " 2: Agreement on the Exchange of Goods
- " 3: Protocol on the guarantee for delivery of coal, zinc, and electric power from Poland to the CSR for period of five years.

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Appendix 4: Agreement on Czech industrial investment deliveries to Poland.

" 5: Payment Agreement [redacted]

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B. Transportation

Appendix 6: Transport Agreement. [redacted]

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C. Organization of Economic Collaboration

Appendix 7: Agreement on Financial Collaboration. [redacted]

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" 8: Agreement on Economic Collaboration. [redacted]

" 9: Agreement on collaboration in the fields of agriculture, forestry, and nutrition. [redacted]

" 10: Agreement on scientific and technical collaboration. [redacted]

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" 11: Protocol on direct collaboration in the construction and development of certain industrial installations.

D. General Economic Collaboration

Appendix 12: Agreement on collaboration in the fields of statistics and planned economy. [redacted]

" 13: Final Protocol. [redacted]

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The agreements cited above may be supplemented by consent of both high contracting parties.

Article III: Executive organs.

In order to coordinate all activities and to insure a successful execution of this agreement and its appendices, an Economic Council of Collaboration between the CSR and the Polish Republic is to be formed. The statute of this Council is attached to this agreement (Appendix XIV), [redacted] and forms an integral part thereof.

Executive organs are the Czechoslovakian-Polish Commissions, formed on the basis of the individual agreements herewith attached. [redacted]

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The statute of the Council and of the Czechoslovakian-Polish Commissions may be altered at any time by consent of both governments.

Article IV: Procedure for arbitration and settlement.

All disputes which may occur in the course of the execution of this agreement will be dealt with under the provisions of the Protocol on Arbitration and Settlement (Appendix XV), [redacted]

Article V: Final stipulations.

This agreement is to be ratified in Warsaw and the documents of ratification are to be exchanged as soon as possible. The agreement will come into force on the day the documents of ratification are exchanged. Both governments may agree on an earlier date for this agreement to come into force, providing authorization by existing legislation so permits.

This agreement remains binding for a period of five years from the day the agreement comes into force. The validity of the agreement is automatically extended for five more years unless one of the high contracting parties terminates the agreement at least one year before the end of the five-year period.

The time of validity of the agreements and protocols forming the appendices to this agreement is determined by the provisions of each individual agreement or protocol.

This agreement has been concluded in two original equivalents, in the Czech and Polish languages, both of which have the same validity.

The plenipotentiaries of both governments have attached their signatures and seals to this document.

Given at Prague, the 3rd July 1947.

For the Government of the CSR:

For the Government of the Polish Republic:

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APPENDIX I

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Trade Treaty between the CSR and the Polish Republic

The President of the CSR and the President of the Polish Republic, led by the desire to collaborate in the spirit of the Treaty of Friendship and Mutual Assistance concluded between the two nations on the 10th of March 1947, and to strengthen economic relations between the two countries, have agreed to the conclusion of a Trade Treaty and have named their plenipotentiaries:

The President of the CSR:

Mr. Jan Masaryk, Minister of Foreign Affairs.
Dr. Hubert Ripka, Minister of Foreign Trade.

The President of the Polish Republic:

Dr. Hilary Minc, Minister of Industry and Trade
Mr. Stefan Wierbowski, Polish Minister to the CSR
Dr. Adam Rose, Minister Plenipotentiary

who, having exchanged and verified their credentials, have agreed to the following:

Article I:

Nationals of the one high contracting party resorting to the territory of the other high contracting party will be afforded all privileges, exemptions and prerogatives in the opening and conduct of business as are granted nationals of a most favored nation. The provisions of this article do not alter in any form the laws and regulations set forth by each high contracting party governing the entry of aliens, the jurisdiction of the police over aliens, or the expulsion of aliens. The high contracting parties agree that such laws and regulations should not serve as a means of excluding entire categories of persons from the advantages of this treaty. Under no circumstances may an expulsion be ordered on the grounds that conditions of unemployment or housing shortage exist within the territory of one high contracting party.

Article II:

Nationals of the one high contracting party resorting to the territory of the other high contracting party for the purpose of participating in fairs and exhibitions are not to be considered aliens, provided that they are in possession of credentials issued by the authorities of their country.

Article III:

Nationals of the one high contracting party resorting to the territory of the other high contracting party are to be treated like nationals of any other foreign country so far as their legal status, their personal and real property, their rights and their interests are concerned. They will have the right to administer personally their affairs in the territory of the other high contracting party, or to appoint an authorized agent, and they will not be subject to any restrictions in this respect other than the restrictions set forth in the laws and regulations of the territory of the other high contracting party.

They will have the right to appear personally, or to have themselves represented by a plenipotentiary before the administrative authorities of the other high contracting party, and they will not be subject to any restrictions in this respect other than the restrictions set forth in the laws and regulations of the other high contracting party, and they will be treated in exactly the same way as nationals of any other foreign country.

Neither high contracting party will issue any ordinances pertaining to rights and possessions, in his territory, of nationals of the other high contracting party which do not at the same time apply to the rights and possessions of his own nationals.

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APPENDIX I (cont.)

Article IV:

Nationals of the one high contracting party residing in the territory of the other high contracting party will not be subject to military service there, but will be permitted to serve in the army of their own country. They will be exempt from all taxes to be paid in lieu of military service, but their personal and real property will be subject to military requisitioning and billeting in exactly the same way as the personal and real property of nationals of the other high contracting party.

Article V:

Nationals of the one high contracting party resorting to the territory of the other high contracting party will be subject to the same taxation on personal income, and income derived from property, trade, or industry, as nationals of the other high contracting party.

These provisions do not prohibit the collection of a fee upon the issuance of a residence permit, or of any other fees for police formalities. Nationals of both high contracting parties will be treated in this respect in exactly the same way as nationals of another most favored nation.

Article VI:

Nationalized enterprises, state and community-owned plants, joint-stock companies, other trade, industrial, finance, and transport companies, and all other enterprises located and legally operated in the territory of the one high contracting party, may exercise all rights in the territory of the other high contracting party and may appear in the courts as plaintiffs or defendants.

Enterprises referred to in the preceding paragraph will be licensed in the territory of the other high contracting party in accordance with the laws and regulations of that country.

After such an enterprise has been properly licensed it will conduct its affairs in accordance with the laws and regulations of that country, unless a special agreement states otherwise. Such enterprises, properly licensed, will be granted the same privileges as enterprises owned by nationals of a most favored nation. This provision, however, does not prejudice decisions reached in administrative matters or on the basis of the concession system. Such enterprises will be subject to the same taxation as indigenous enterprises.

The legal status of such enterprises is defined in Articles III and V of this treaty.

Article VII:

Stipulations contained in Articles I to VI, governing the application of the most favored nation clause to certain enterprises, do in no way alter such special laws and regulations in the fields of manufacture, trade, commerce, public safety, police, and public health as may be in force or may come into force in the territories of the two high contracting parties, and which apply to all foreigners.

Article VIII:

Enterprises as described in Article VI of this treaty, located in the territory of the one high contracting party, may, through their authorized representatives, contract purchases and accept orders in the territory of the other high contracting party, provided that the representatives are in possession of credentials issued by their government, stating that the enterprises represented by them are legally operated and subject to taxation in the territory of the one high contracting party and provided that the business transacted is in accordance with rules and regulations governing the trade with foreign countries. They will not be obliged on these grounds to pay special taxes.

The provisions contained in the preceding paragraph are not applicable to canvassers and persons holding pedlar's licenses. Both high contracting parties reserve the right to pass such legislation in this field as may seem desirable.

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APPENDIX I (cont.)

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Authorized representatives of enterprises referred to in Article VI of this treaty, resorting to the territory of the other high contracting party will have the right to carry with them samples and models of merchandise, but not goods to be sold.

The two high contracting parties will exchange information on the authorities entitled to issue credentials to business representatives and on the regulations to be observed by business representatives in the transaction of their business. The credentials will be exempt from consular and other fees.

The provisions of the Geneva Convention, dated 3 November 1923, concerning the simplification of customs formalities, will govern the import and re-export of samples and models of merchandise.

The two high contracting parties agree to deal with each other on the basis of the most favored nation clause in this respect as well as in other matters falling under the terms of this Article.

Article IX:

Internal taxes charged by one high contracting party, now or in the future, on the sale or production of certain types of goods, will be the same for domestic goods, goods imported by the other high contracting party, and goods imported by any other most favored nation.

Article X:

Merchandise and agricultural and industrial products imported from the territory of the one high contracting party into the territory of the other high contracting party will be subject to the same customs regulations as goods imported by any other most favored nation.

The duty, inclusive of service charges, will be exactly the same as charged on goods imported by any other most favored nation.

The provisions of the preceding paragraph also pertain to the application of customs regulations, the procedure to be followed in the testing and analyzing of imported goods, the terms for payment of customs charges, and the interpretation of tariff rates.

Goods produced in the territory of one high contracting party through the processing of foreign raw materials are considered products of said high contracting party, provided that the processing has caused a substantial alteration of the goods. The extent of alteration necessary is determined by general regulations governing imports into the territory of the other high contracting party, and both high contracting parties agree to deal with each other on the basis of the most favored nation clause.

Article XI:

Provisions of the preceding paragraphs concerning the application of the most favored nation clause do not apply to:

1. Regulations issued now or in the future by one high contracting party with a view of facilitating border traffic with neighboring states, for a zone not to exceed 15 km in width on each side of the border.
2. Special privileges resulting from a customs union.
3. Advantages and exceptions conceded a third country by the one high contracting party as part of an agreement among several parties, to which the other high contracting party does not adhere, provided that the agreement among the several parties was concluded within the framework of the United Nations and that all countries were invited to participate. The other high contracting party may, however, demand benefit of the advantages and exceptions conceded a third country, if these privileges and exceptions were also contained in an agreement other than a multilateral one, or if the other high contracting party is prepared to grant reciprocal advantages and exceptions.

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APPENDIX I (Cont.)

CENTRAL INTELLIGENCE GROUP

Article XII:

The most favored nation clause does not pertain to special provisions of an agreement concluded between one high contracting party and a third country for the achievement of an equal balance of domestic and foreign taxation, the establishing of a boundary line between the sovereign rights of both countries in the field of taxation, and especially for the prevention of double taxation.

Article XIII:

In the period preceding the beginning of free trade between the two high contracting parties, the one high contracting party will subject goods to be exported to, or to be imported from, the other high contracting party, to exactly the same rules and regulations as govern the export to and the import from all other nations.

Article XIV:

The following limitations are imposed on the provisions contained in the preceding Article, with the understanding however that they will not be used as a means of discrimination against foreign powers or as a means of restricting the mutual exchange of goods:

1. Restrictions or prohibitions imposed on the grounds of public safety.
2. Restrictions or prohibitions imposed on moral or humanitarian grounds.
3. Restrictions or prohibitions pertaining to arms and ammunition, and in extraordinary circumstances, to all war materials.
4. Restrictions or prohibitions imposed on the grounds of public health for the protection of the health of human beings and animals or for the protection of plant life, insofar as these questions have not been dealt with in special agreements.
5. Restrictions or prohibitions imposed for the protection of national art treasures and of objects of historical and archeological value.
6. Restrictions and prohibitions pertaining to gold, silver, coins, banknotes, and securities.
7. Restrictions or prohibitions governing the production, sale, transport, and consumption of certain domestic goods which are extended to foreign goods of the same nature.
8. Restrictions or prohibitions pertaining to certain goods which constitute now or will in the future constitute a monopoly of the state or a monopoly supervised by the state.

Article XV:

It is understood that the stipulations contained in the preceding Articles XIII and XIV do in no way preclude the two high contracting parties from passing such measures as they may deem necessary for the protection of their vital interests under extraordinary circumstances.

Article XVI:

Exemption of all import and export duties is granted for the following goods destined for re-import and re-export provided that the necessary control measures are taken and regulations are observed, and that a bond is posted in case duty must be paid:

1. Goods to be repaired.
2. Tools or machines to be tested, repaired, fitted or assembled.
3. Goods to be analyzed or copied or goods on which research work is to be done.

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APPENDIX I (cont.)

4. Goods, with the exception of consumer goods, which are sent to fairs and exhibitions.
5. Moving vans, carrying absolutely necessary household goods from the territory of one high contracting party to that of the other, regardless as to where they have been loaded, and regardless of whether or not they return with a new load, but on condition that they return within six months, and that within this period they have not been used exclusively for intra-state traffic.
6. Samples and models, in accordance with provisions of the Geneva Convention of 3 November 1923 on the simplification of customs formalities, on condition that they are re-exported within a period of six months. The shipper may apply to have this delay extended to twelve months.
7. Used packing material of all sorts.

Article XVII:

If goods imported into the territory of the one high contracting party from the territory of the other high contracting party are returned because the buyer refuses to accept them, or for any other reason, no export duty will be charged upon the return of the goods, and all import duty, inclusive of all service charges, will be refunded. Import duty need not be paid if the goods remain under the supervision of customs authorities until they are re-exported not later than three months after their arrival and on the same bill of lading, and if the goods have not received any alteration.

Import duty inclusive of all service charges will also be refunded if the goods are returned unaltered to the sender by the consignee for failure to meet delivery conditions or for any other reason, on condition that the goods be submitted to the same customs office for clearance upon import and re-export, that the goods be re-exported not later than two months after their clearance for import, that the reason for re-export has been properly explained, and that the identity of the goods imported with those re-exported has been established.

In other cases of re-export which do not come under this Article, the one high contracting party will deal with shipments of the other high contracting party in the spirit of greatest good-will.

Article XVIII:

Each of the two high contracting parties will have the right to request that certificates of origin accompany goods imported from the territory of the other high contracting party, in order that mutual trade may properly benefit from the advantages of this agreement and in order to prevent all possibilities of abuse.

Certificates of origin are to be issued by the competent chamber of commerce or by any other institution recognized by the receiver country.

The government of the receiver country reserves the right to request an endorsement on the certificate of origin by its diplomatic or consular representatives, unless the certificate has been issued by government authorities.

In the event that one high contracting party should in the future exempt a third country from submitting certificates of origin, or otherwise relax regulations in that regard, the other high contracting party shall immediately benefit by the same exemption or relaxation, on condition that he grants reciprocal exemption or relaxation.

Article XIX:

Each of the two high contracting parties engages to protect nationals of the other high contracting party from unfair competition in the same way as his own nationals. Each of the two high contracting parties will take the necessary measures to protect registered designations of origin, with particular reference to hops and vine products, mineral waters and mineral water products, on condition that the other high contracting party equally protects such registered designations of origin and has communicated them to the first high contracting party.

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The designation of origin must be registered in accordance with the rules and regulations of the country of origin. In Poland, the designation "Czechoslovakian hops" and especially the designation "Bohemian hops" ("Saazer-Raudnitzer-Aussige-Auschaer-Maehrischer-Trsicker-Hopfen") may be applied only to Czechoslovakian hops, properly attested to by competent Czechoslovak authorities by way of a certificate enclosed in the original packing, and sealed in accordance with Czechoslovakian regulations.

The provisions of this Article do not apply to goods in transit.

Article XI:

Both high contracting parties concur in the application of the Geneva Convention, dated 3 November 1923, pertaining to the simplification of customs formalities.

Article XXI:

In the fields of transport by rail, water, or air, transmittal of mail, and long distance communications, the respective positions of the two high contracting parties will be determined by competent Czechoslovakian-Polish agreements and international agreements which the two high contracting parties adhere to at present or may enter into in the future.

Article XXII:

The two high contracting parties agree to the authority of the Agreement of Barcelona, dated 20 April 1921, on all questions of international transit.

Article XXIII:

The two high contracting parties agree to the formulating of mutual tariff policies in the spirit of greatest good-will.

Article XXIV:

The two high contracting parties agree to expedite and facilitate passport and customs clearances.

Article XXV:

In the field of inland and ocean navigation, the respective positions of the two high contracting parties will be determined by competent Czechoslovakian-Polish navigation agreements and international agreements which the two high contracting parties adhere to at present or may enter into in the future.

Article XXVI:

The two high contracting parties will in the near future conclude a veterinary agreement, which shall constitute an integral part of this Treaty. The stipulations of the veterinary agreement and final protocol dated 10 February 1934 will remain valid until the new agreement shall have come into force.

Article XXVII:

The two high contracting parties engage to conclude as soon as possible a special agreement pertaining to mutual support in the clearing of goods through customs, to prosecution and punishment of persons guilty of customs violations, and to mutual legal assistance in customs cases.

Article XXVIII:

This Treaty is to be ratified and the documents of ratification are to be exchanged in Warsaw as soon as possible.

The Treaty comes into force on the day the documents of ratification are exchanged.

Both governments may agree on an earlier date for this Treaty to come into force, if they are empowered to do so by the legislation of their respective countries.

APPENDIX I (cont.)

CENTRAL INTELLIGENCE GROUP ~~CONFIDENTIAL~~

This Treaty remains binding for a period of five years, from the day it comes into force. At the end of the five-year period, the validity of the Treaty is automatically extended for an unlimited period of time, but each high contracting party reserves the right to terminate the Treaty by serving notice six months before the end of the five-year period.

The Trade and Navigation Treaty of 10 February 1934 ceases to be valid on the day this Treaty comes into force.

This Treaty has been concluded in two original equivalents, in the Czech and Polish languages, both of which have the same validity.

In witness whereof the plenipotentiaries named above have attached their signatures to this Treaty.

Given at Prague, the 3rd July 1947.

For the Government of the CSR:
For the Government of the Polish Republic:

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Supplement "A"
to APPENDIX I

Final Protocol

In signing the Trade Treaty concluded on this day, the undersigned plenipotentiaries have added the following provisos and statements which shall constitute indivisible parts of this Treaty:

A. Reference is made to Article II:

The two high contracting parties agree that the stipulations of Article II are not applicable to passport regulations.

Reference is made to Article III, Paragraph 2:

The stipulations of this Article pertain neither to the posting of a bond by the plaintiff nor to the question of the poor-law. These matters are dealt with in a special treaty.

Reference is made to Article IV:

The term "requisition" is construed to mean fulfillment of all military requirements provided that such fulfillment of requirements is not demanded in lieu of personal military service.

Reference is made to Article XVI, Point 1:

It is understood that spare parts added abroad are subject to import tax.

Reference is made to Article XIX:

The Polish Government declares its willingness to restrict the designation "Pilsner Beer" to beer produced in the Pilsen breweries and to protect this designation in accordance with Polish laws pertaining to registered designations of origin.

The protection of the designation is made conditional upon the Czechoslovakian Government furnishing the Polish Government with a list of breweries in Pilsen legally authorized to label their products "Pilsen Beer."

The Polish Government is prepared to grant equal protection to registered designations of origin carried by Czechoslovakian hops, mineral waters, and wines, provided that the Czechoslovakian Government furnishes the Polish Government with a list of such designations.

A chemical product, not derived from a natural mineral water, with a designation protected under Article XIX, paragraph 2, may not carry the protected designation unless the word "artificial" appears clearly on the label. Furthermore, the place of production must be stated on the label, which must be different in form, color, and print from the label used for the original mineral water.

The two high contracting parties may agree to extend their protection of registered designations of origin to other commodities.

Reference is made to Article XX:

Both high contracting parties agree that the provisions of Articles XX, VIII, paragraph 6, and XVI, point 6, do in no way affect the conditions made by the Polish Government on the occasion of the signing of the agreement pertaining to the simplification of customs formalities.

B. At the time of conclusion of the new Trade Treaty between the CSR and Poland, the old Polish customs tariff is no longer applicable since it does not take into account the economic needs of the present, and since there are in fact no import duties being collected by Poland at this time.

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Supplement "A"
to APPENDIX I (cont.)

It is therefore impossible to publish a list of import tax reductions governing the exchange of goods between the two high contracting parties.

In view of the fact, however, that some import taxes are being collected by the CSR at present, and that some import tax reductions were granted the Polish Element in the Trade and Navigation Treaty of 10 February 1934, now superseded by the new Trade Treaty, causing the Polish Element to lose the benefit of reductions of import tax, the two Governments agree that:

1. Import tax reductions granted the Polish Element in the Trade and Navigation Treaty of 10 February 1934 remain temporarily in force, taking into account, however, the general principles of valorization followed in the CSR.

These temporarily extended import tax reductions do not touch upon tariff 70 (import duty on pigs) and tariff 467 (import duty on "Streich-Walkueberzuege") of the Czechoslovakian customs tariff.

2. In the event that Poland re-adopts the old customs tariff, taking into account, however, the general principles of valorization, the CSR will benefit by the same reduction of import duties as were granted the Czechoslovakian Element in the Trade and Navigation Treaty of 10 February 1934.
3. In the event that Poland adopts an entirely new customs tariff, the Czechoslovakian Government reserves the right to discontinue, at its discretion, some or all of the import tax reductions granted the Polish Element in the Trade and Navigation Treaty of 10 February 1934.
4. In view of the great changes in the structure of mutual trade, each of the two parties reserves the right to request bipartite negotiations in the field of import tax reductions, and each high contracting party agrees to comply with a request of the other high contracting party for the opening of such negotiations.

This provision pertains also to Part B, paragraph 1 of this Protocol.

Given at Prague, the 4th July 1947.

For the Government of the CSR:

For the Government of the Polish Republic:

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APPENDIX II

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Agreement on the Exchange of Goods between the CSR and Poland

In order to implement the agreement concluded between the CSR and the Polish Republic on the Guarantee of Economic Collaboration, the two high contracting parties conclude the following agreement on the exchange of goods:

Article I:

The mutual exchange of goods will be accomplished within the framework of the lists of goods arrived at, on the basis of import and export licenses.

Article II:

Both governments will make an effort to facilitate and expedite the delivery of goods on these lists, and to increase the volume of mutual trade.

Article III:

The Government of the CSR will permit the export to Poland, and the Government of Poland will permit the import from the CSR, of goods on List "A," within the quotas set by the list for the quantities or values of individual goods or categories of goods.

Article IV:

The Government of Poland will permit the export to the CSR, and the Government of the CSR will permit the import from Poland, of goods on List "B," within the quotas set by the list for the quantities or values of individual goods or categories of goods.

Article V:

Lists "A" and "B" are attached to this Treaty and constitute indivisible parts thereof. Goods on these lists are to be delivered during a period of twelve months from the day this agreement becomes valid. (Supplements "A" and "B").

Article VI:

The Czechoslovakian-Polish Commission on the Exchange of Goods, provided for under Article XVII of this agreement, will compile the lists in time for the beginning of each new twelve-month period. The lists shall constitute a part of this agreement.

Article VII:

The Czechoslovakian-Polish Commission on the Exchange of Goods may alter the quantities and/or the types of goods on these lists within the twelve-month periods for which the lists are valid.

Article VIII:

The competent authorities of the two high contracting parties may issue export and import licenses in exceptional cases on the basis of compensation, provided that the goods so exported or imported do not appear on Lists "A" and "B." For goods contained in Lists "A" and "B," export or import licenses on the basis of compensation may only be issued after the quotas set for these goods in the lists have been exhausted.

The competent authorities of the two high contracting parties may agree on a different procedure on the exchange of goods from time to time.

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APPENDIX II (cont.)Article IX:

Goods imported on the basis of this agreement may not be re-exported without consent of the competent authorities of both nations.

Article X:

The exchange of goods provided for by Lists "A" and "B" will be accomplished in accordance with the laws of both nations, on the basis of market agreements concluded between Czechoslovak and Polish contractors.

Article XI:

The prices of goods are computed f.o.b. border of the exporting country. In the event that individual quotas set by Lists "A" and "B" cannot be fulfilled, owing to the failure on the part of the contractors to agree on the price, the Czechoslovakian-Polish Commission on the Exchange of Goods will try to settle the matter if one party so requests.

It will be the duty of the Commission to find means of fulfilling the quotas set within a period of thirty days from the day the request for settlement is received by the Chairman of the Commission.

In the event that the Commission is unable to settle the matter, each party may request the Commission to change the quotas or to supplement the lists in such a way as to meet the stipulations of the Payment Agreement (Zahlungsabrechnungsplan).

Article XII:

Payment for goods delivered on the basis of this agreement will be made in accordance with the stipulations of the Payment Agreement.

Article XIII:

The Czechoslovakian-Polish Commission on the Exchange of Goods will see to it that the current exchange of goods is accomplished in accordance with the plan set forth in Lists "A" and "B." The Commission on the Exchange of Goods, working jointly with the Finance Commission, will regulate the volume of goods exchanged in such a way as to fit the stipulations of the Payment Agreement.

Article XIV:

The Protocol signed by both Governments in Prague on 2 May 1947, constituting a provisional agreement between the two Governments on the exchange of goods will cease to be valid on the day this agreement comes into force.

Individual purchasing contracts entered into on the basis of the Protocol of 2 May 1947, which have not been fulfilled by the time the provisions of the Protocol expire, shall remain valid and the provisions of the Protocol shall remain applicable to these contracts. The necessary export and import licenses will be issued for goods contracted for under the provisions of the Protocol. Such goods will not be counted against the quotas set in Lists "A" and "B" but payment procedure for such goods will be governed by the stipulations of the Payment Agreement.

Article XV:

Goods contracted for under this agreement will be charged against the quota valid at the time the purchasing contract is made, and not against the quota valid at the time the goods are actually delivered, regardless of the length of time that may elapse between the drawing up and the fulfillment of a purchasing contract.

Article XVI:

The stipulations of this agreement pertain to all purchasing contracts entered into between 5 May 1945 and the day this agreement comes into force, which have not been fulfilled by this day. The necessary export and import licenses will be issued for

APPENDIX II (cont.)

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goods so contracted for regardless of whether or not these goods meet the specifications of Lists "A" and "B," and such goods will not be charged against the quotas set by the lists.

Article XVII:

A Czechoslovakian-Polish Commission on the Exchange of Goods will be formed and it will be its duty to supervise the execution of this agreement. The organization of this Commission and the purpose it is to serve are set forth in the Commission's statute which constitutes Supplement "C" to this agreement.

Article XVIII:

This agreement becomes valid the day the Treaty between the CSR and Poland on the Guarantee of Economic Collaboration comes into force and will be valid for a period of five years. The agreement will remain valid for another five-year period if, one year before the end of the current five-year period, neither party has expressed its wish to discontinue it. Thereafter it will continue to be valid for five-year periods if neither party, one year before the end of each five-year period, expresses its wish to discontinue it.

This agreement has been concluded in two original equivalents; namely, in the Czech and Polish languages, both of which have the same validity.

Given at Prague, the 4th July 1947.

For the Government of the CSR:

For the Government of the Polish Republic:

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Supplement "A"
to APPENDIX II

List "A" : Goods to be exported from the GSR to Poland
between 1 July 1947 and 30 June 1948

25X1 comment: Note that while the Treaty itself is valid for five years, the goods lists must be reviewed and renewed each year.)

Hops, 1947 crop	200 tons
Goats (Sauer breed)	500
Rabbits (following breeds: Viennese, Chinchilla, Silver, Champagne, Angora)	500
Small trees, shrubs	2 tons
Vegetable seeds:	5 tons
Zwittau onion seeds 3.0 tons	
Swedish turnip seeds 0.5 "	
Other seeds 1.5 "	
Rape-seeds:	50 tons
Crop 1946, to be shipped by 15 July 47: 10 tons	
Crop 1947, to be shipped by 1 Aug 47 : 40 "	
Potato seeds, early and late varieties	15,000 tons
Grain seeds in exchange for grains to be consumed (See Supplements 2e and 2f)	---
A. Breeding cattle, fur-bearing animals	1,500,000 Kcs
B. Miscellaneous agricultural and food products	1,000,000 Kcs
C. Vegetables, fresh and dried	1,000,000 Kcs
D. Fruits and vegetables, canned	500,000 Kcs

25X1 comment: See List "B")

Asbestos sheets	120 tons
Beechwood posts	3,000 cubic meters
Sheets and tubes of pressed and hardened (bakelisiert) paper	20 tons
Dinas bricks	6,000 tons
Chrome-magnesite bricks ("Lovinit")	2,025 tons
Magnesite bricks	8,000 tons
Bricks and cements, acid-proof	500 tons
Celluloid in sheets	3,500 square meters
Sulphite Cellulose	7,000 tons
Fire-bricks (Chamotte) for glass-melting furnaces	400 tons
Pans for glass industry	700

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Supplement "A" to
APPENDIX II (cont.)

Clay, various kinds	150 tons
Clay, fire-proof	15,500 tons
Clay, refined	2,000 tons
Graphite	3,000 tons
Graphite, colloidal	0.5 tons
Porcelain clay (Kaolin) for ceramics, whitened	12,000 tons
Porcelain clay (Kaolin) for other purposes, whitened	28,600 tons
Magnesite, baked	10,000 tons
"Hornmehl" (fertilizer)	50 tons
Mica	2 tons
"Mikanit" and "Mikanit" products	5 tons
Tiles, acid-proof	400,000 Kcs
Glazed cardboard	30 tons
Gullet, unsorted	20,000 tons
Grinding and polishing materials:	
a) Grains	120 tons
b) Discs	120 tons
c) On paper and linen	30 tons
Talcum	3,000 tons
Wax, "Montan"	20 tons
Vegetable dye for margarine	2.5 tons
Dyes for the food industry	0.5 tons
Dyes for enamelling and glazing	15 tons
"Titanweisse" (Titanic acid)	40 tons
Borax, pure	30 tons
Potassium cyanide	0.5 tons
Sodium cyanide	0.5 tons
Potassium chloride	1 ton
Aniline dyes	1,000,000 Kcs
Inks for copper plate printing	60 tons
Typographical and offset-printing inks	24 tons
Reproduction ink	2 tons
Glazings, enamels	30 tons
"Hydrochinon"	1 ton

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Supplement "A" to
APPENDIX II (cont.)

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Potassium iodide	0.25 tons
Shoemaker's glue	5 tons
Hydrofluoric acid	150 tons
Lacquers	15 tons
Methyl chloride	9 tons
Nitrocellulose in alcohol	150 tons
"Kalium-Manganistan" (?spelling - may mean potassium permanganate)	6 tons
Potash lye	20 tons
Potash	100 tons
Half-finished and finished products for pharmaceutical industry, dental and veterinary chemicals (organic and inorganic)	70,000,000 Kcs
Niter	20 tons
carbon disulphide	800 tons
Steel hardening and softening compounds	30 tons
Chemicals for insect extermination	5,000,000 Kcs
Chloride of mercury	9 tons
Antimonic acid	190 tons
Active absorption coal	120 tons
Aluminum hydroxide	0.6 tons
Bleaching clay	300 tons
Ferrocyanide (potassium or sodium)	30 tons
X-ray machines and lamps for industrial purposes	200,000 Kcs
Whips	10 tons
Hooks for weavers' looms	20 tons
Oilcloth	3,000 square meters
Artificial leather	60,000 square meters
Spare parts for agricultural machines	500,000 Kcs
Spare parts for other machines	7,500,000 Kcs
Winding wire with cotton insulation	17.5 tons
Welding electrodes	4 tons
Felt for the paper industry	10.5 tons
Cutting files for the manufacture of various blades	5,000

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Supplement "A" to
APPENDIX II (cont.)

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Vulcanized rubber in sticks	0.3 tons
Instruments, medical and veterinary	500,000 Kcs
Inductors and other telephone equipment	5,500,000 Kcs
Porcelain insulators	2,500,000 Kcs
Artificial gut	5 tons
High-tension insulated pliers	1,500
Triple-strand cables for the liquid fuel industry	1,000,000 Kcs
Automobile cables	15,000 m
Carbon paper	2,000,000 Kcs
Discs for glass cutters	150,000
"Kubuse fuer Leisten"	50,000 pairs
Drill crowns	6,000
Hooks and eyes, buckles for shoes	1,250,000 Kcs
Gall's chains	1,000 m
Dust Masks	5,800
Imitation linoleum	1,600 square meters
Gas-lamps for railroad cars, and spare parts for same	10,000,000 Kcs
Steel cables	500 tons
Spare parts for threshing machines	100 tons
Equipment for stretching conveyor belts	200
Machines for sealing food cans	5
Machines for soldering food cans	5
Bookbinding machines for the Polish Postal Savings Bank, the graphic industry, the cardboard industry	6,000,000 Kcs
Typewriters, adding machines, and other office machines	10,500,000 Kcs
Wax stencils	300,000
Matrices for multiplier machines	25,000
Micrometers for sole leather	100
Tools for metal and wood industry	5 tons
Electric and pneumatic tools	1,000,000 Kcs
Equipment for tractor factories	5,000,000 Kcs
Miscellaneous blades for sugar refineries	70,000

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Supplement "A" to
APPENDIX II (cont.)**CONFIDENTIAL**

Blades for mowing machines	400,000 Kcs
Blades for cutting machines	50,000
Blades, thread-cutters, files, and other metal working tools	3,500,000 Kcs
Knives for the leather industry	1,000
Disc knives for the rubber industry	375,000 Kcs
Special scissors	150
Small steel rings for the thread industry	4,000,000
Small porcelain rings for the thread industry	200,000
Paper in rolls for wrapping candy	5 tons
Cigarette paper in rolls	10 tons
Drawing paper	10,000 sheets
Paper for Jacquard weaving cards	5 tons
Paper for "Hollerith" machines	20 tons
Leather belts (wedge-shaped)	1 ton
Steel filings	10 tons
Packing for axle joints ("Wellendichtungeringe")	400,000 Kcs
Circular saws	400,000 Kcs
SpRAY guns	50
Canvas for automobile tops	60 pieces
Small hard metal plates	100,000
Insulation plates for storage batteries and safety lamps	0.4 tons
Fireproof steel plates	2 each
Laboratory porcelain	3 tons
Equipment for electric transmission	480,000 m
"Pruvlaky"	3,000,000 Kcs
CKD-superheaters for locomotives R52	2,000,000 Kcs
Measuring instruments and laboratory equipment	15,000,000 Kcs
Equipment for raising domestic fowl and animals	50,000 Kcs
Fireproof seamless pipes	15 tons
Airplane engines	7,500,000 Kcs
Phosphorbronze screening	150 square meters

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Supplement "A" to
APPENDIX II (cont.)

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Iron wire screening	6 tons
Mantles for gas-lamps	30,000 each
Gas-lamps for railroad cars and locomotives	200,000 each
Leather covers for rollers of lithographic and offset machines	100,000 Kcs
Propellers	250,000 Kcs
Machines for sorting eggs	10 each
"Elektrische Strumpf-u. Panklötmaschinen"	8,000,000 Kcs
Percussion caps for cartridges	2,000,000 each
Airplane equipment	500,000 Kcs
Electric equipment for railroads	14,750,000 Kcs
Equipment for radio, post, and telegraph	70,000,000 Kcs
Hospital and dental equipment	90,000,000 Kcs
Equipment for finishing textile goods	500 tons
Pens	1,250,000 Kcs
Cast aluminum	500,000 Kcs
"Seeger Kegeln"	112,000 each
Asbestos-graphite material for waterproofing	100 kg
Hemp packing for pipe joints	8 tons
Goggles for welders	1,500 each
Material for the production of wooden shoe-nails	50,000 rolls
Linen insulation equipment	750,000 Kcs
Typewriter ribbons, colored	15,000 each
Measuring tapes, steel and linen	1,500 each
Pasteboard for insulation purposes	300 kg
Pasteboard for shoemakers	14,000 sheets
Shoe nails	10 tons
Tractors (Zetor 25) for agriculture	200 each
Conveyor belts	4,000 m
Black-lead melting pots	30 tons
Rubber rings for canning industry	15 tons
Industrial scales	15,000,000 Kcs
Rubber tubes for 6 atmospheres	50,000 Kcs

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Supplement "A" to
APPENDIX II (cont.)~~CONFIDENTIAL~~

Rubber hoses with union-joints	300 m
Flexible metal tubing	50,000 Kcs
Spiral zinc-coated steel tubing	3,550 m
Valves and spare parts for automobiles, motorcycles, and bicycles	2,000,000 Kcs
"Torpedo" coaster hubs for bicycles	4,000 each
Special high-voltage electric bulbs	100,000 each
Valves and reducers for oxygen and acetylene apparatus	9,000,000 Kcs
Electric irons (4-6 kg)	50 each
"Larsen (Stetovnice)"	1,180 tons
"Larsen ditto"	5,000 tons
Refined steel	120 tons
Hollow steel for drills	50 tons
Universal Steel	4,500 tons
Iron girders (T and angle)	7,000 tons
Fine sheet metal	1,000 tons
Rough sheet metal (including 300 tons "Isoten")	3,500 tons
Iron girders (U-shaped)	1,000 tons
Iron girders for ships	500 tons
Hoop-iron (170 mm and more)	500 tons
Rails for mines	2,000 tons
Seamless pipes for 2"	3,500 tons
Illuminating gas for Cicelya	450,000 cubic meters
Books, periodicals, newspapers	2,000,000 Kcs
Miscellaneous goods	400,000,000 Kcs

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Supplement "B"
to APPENDIX II

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List "B" : Goods to be exported from Poland to the CSR
between 1 July 1947 and 30 June 1948

Cleaned bristles, assorted	5 tons
"Borstenabfaelle und Tapeziererknaule"	10 tons
Eggs	18,000,000 eggs
Reeds for making heavy baskets	100 tons
Medicinal herbs	1,000,000 Kcs
"Prunus divaricata"	3 tons
Seeds "seradeli"	30 tons
Salt:	58,500 tons
Cooking salt	6,000 tons
Rock salt (from Wapna)	10,000 "
Industrial salt	34,500 "
Salt contracted for prior to 18 March 47	8,000 "
Dried yeast for feed	300 tons
Fish	3,000 tons
Ducks, geese	100,000 each
Grain to be consumed in exchange for grainseeds (See Supplements 2e and 2f)	---
Mustard seeds (to be delivered by 31 December 1947)	50 tons
a) Breeding cattle, fur-bearing animals	1,500,000 Kcs
b) Miscellaneous agricultural and food products	1,000,000 Kcs
c) Vegetables, fresh and dried	1,000,000 Kcs
d) Fruits and vegetables, canned	500,000 Kcs
Note: Exchange of goods marked a, b, c, d, is conditional upon a well regulated mutual exchange of goods in view of the need for breeding cattle (a), for the purpose of reviving the exchange of goods in the field of agriculture and foods (b), or for frontier traffic (c,d).	
Hard coal	1,700,000 tons
Waste left from coke production	50,000 tons
Foundry zinc, not processed	3,000 tons
Zinc, electrolytic	4,500 tons
Zinc dust	1,000 tons
Ferrophosphorus	240 tons
Dolomite, baked	10,000 tons
Gypsum, industrial	200 tons
Gypsum, raw	30,000 tons

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Supplement "B" to
APPENDIX II (cont.)

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Special sand	100 tons
Felspar, ground	4,000 tons
Clay from Bestwina	1,200 tons
Slate, Krumensdorf	600 tons
Bottles	10,000,000 each
Carbon ("Abbrandkohle") with a content of 40% K_2CO_3	600 tons
Carbon for electrodes	2,000 tons
Sodium sulphide	50 tons
Soot from chimneys	300 tons
Arsenic	20 tons
Arsenic metal	5 tons
"Schnellhärte M and DM"	5 tons
Ferric acid, red	50 tons
Ferric acid, yellow	20 tons
Percussion caps for the mining industry	1,000,000 each
Artificial silk	100 tons
Textile machines and spare parts for same	10,000,000 Kcs
Newsprint	3,000 tons
Decalcomania paper for porcelain	300,000 sheets
Genuine parchment	400 tons
Satron bags (5,000,000 each)	1,250 tons
Hypodermic glass syringes	5 tons
Optical glass	10 tons
Electric current from Walbrzych	110,000,000 Kcs
Electric current from Cieszyn	2,000,000 KWH
Water from Cieszyn	300,000 cubic meters
Books, periodicals, newspapers	2,000,000 Kcs
Cast iron, unprocessed	2,000 tons
Cast iron moldings	2,000 tons
Cast steel moldings	2,000 tons
Miscellaneous goods	400,000,000 Kcs

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Supplement "D"
to APPENDIX IIEXCERPT

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Prague, 4 July 1947

From : Czechoslovakian National Coal Mines Sales Office, Prague II, Nàplavnì 6

To : Central Coal and Industrial Products Sales Office, Katowice

Subject: Delivery of 1,700,000 tons of Coal and of 50,000 tons of Coke Dust

On the basis of negotiations carried on between your office and this office in June of this year, we purchase as of today 1,700,000 tons of hard coal and 50,000 tons of coke dust, under the following conditions:

(Paragraph 3)

The purchase involves the following quantities of hard coal and coke dust:

- a) Fire coal: 553,000 tons coal, rough assortment, 30-120 mm and larger, nut II, nut I, cubes and pieces.
 297,000 tons coal, medium assortment, 10-30 mm, nut 4/3.
 790,000 tons coal dust, 0-10 mm.

Total: 1,580,000 tons (Washington Comment: Figures should total 1,640,000 tons.)

- b) Gas coal: 90,000 tons coal, rough assortment, 30-120 mm and larger, nut II, nut I, cubes and pieces.
 30,000 tons coal, medium assortment, 10-30 mm, nut 4/3.

Total: 120,000 tons

- c) Coke dust: 50,000 tons coke dust (1 ton = 1,000 kg)

(Paragraph 4)

The following prices f.o.b. Polish-Czechoslovakian border have been agreed upon:

- a) Fire coal: Rough assortment, 30-120 mm and larger \$ 14.25 per ton
 Medium assortment, 10-30 mm \$ 13.00 " "
 Dust 0-10 mm \$ 7.50 " "

- b) Gas coal: The price of each category of gas coal is \$0.50 per ton higher than the price of the corresponding category of fire coal.

- c) Coke dust: \$ 5.50 " "

(Paragraph 5)

Approximately 800,000 tons of coal will be delivered between 1 July 1947 and 31 December 1947 at the rate of 130,000 tons per month.

Approximately 900,000 tons of coal will be delivered between 1 January 1948 and 30 June 1948, at the rate of 150,000 tons per month.

The coke dust will be delivered between now and 30 June 1948, in equal monthly installments.

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Supplement "D" to
APPENDIX II (cont.)

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(Paragraph 5 - cont.)

The fire coal will be procured from the following mines: 80% from Jankowicz, Bosnica, Wujek, Makoszonym Walenta; 20% from: Brzeszcze, Jaworzno, Walzaska, Boleslaw, Smialy.

The gas coal will be procured from the following mines: Slask, Szombierki, Knurów.

(Paragraph 9)

In the event that the buyer, the Czechoslovakian National Coal Mines, should propose to export more than 80,000 tons of hard coal and/or more than 40,000 tons of coke per year to the neighboring markets (Austria, etc.), the buyer will consult with the Sales Office Katowice on price and sales policy to be followed in the export of coal and coke. The policies arrived at will be incorporated into an agreement, serving the best interests of the two countries. The Polish Control Office in Prague is authorized to carry on negotiations on price and sales policies.

comment: The amount of coal supplied by Poland to Czechoslovakia is exactly the same amount previously sent by Poland to the USSR for two years. This appears to indicate that the USSR is willing to forego her former 1,700,000-ton allotment of coal in favor of the CSR.)

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CONFIDENTIALSupplement "E"
to APPENDIX II

Prague, 4 July 1947

From: Dr. Hubert Ripka, Minister of Foreign Trade

To : His Excellency, M. Hilary Minc, Minister of Industry and Trade

Mr. Minister,

I have the honor to inform you that in accordance with the provisions of the Agreement on Collaboration in the Fields of Agriculture, Forestry and Nutrition, and in accordance with lists of goods "A" and "B," which form an integral part of the Trade Treaty between the CSR and Poland, the Government of the CSR is prepared to consent to an exchange of grain seeds against grain for consumption, provided that the following conditions are met:

1. The "Prague Association for Plant Cultivation" will export the following maximum quantities of grain seeds to Poland:
 - a) Wheat: 5,000 tons original seeds
 - b) Rye: 5,000 tons original seeds or more, if possible, and up to 5,000 tons commercial seeds
 - c) Oats: 2,500 tons original seeds

Amounts under a) and b) are to be delivered by 7 and 15 September, respectively; oats by January 1948, provided that circumstances beyond our control do not prevent delivery. In the latter event the Commercial Attache at the Polish Legation in Prague will be notified of the amounts of seeds available for export.

2. (Refers to delivery dates.)
3. The Czechoslovakian Grain Association in Prague will arrange for the import from Poland of grain to be consumed, at the ratio of 1:1, for grain seeds exported to Poland. The following maximum quantities of grain to be consumed will be imported from Poland:
 - a) Wheat: 5,000 tons
 - b) Rye: 10,000 tons
 - c) Oats: 2,500 tons

The grain to be consumed will be delivered by the end of 1947, the oats by the end of January 1948.

4. The difference in price between grain seeds listed under 1 and grains to be consumed, listed under 3, will be settled in accordance with the payment agreement concluded between the two countries. I will see to it that the prices set by the Czechoslovakian Element will be within the spirit of the Agreement on Economic Collaboration concluded between the two nations.
5. A purchasing contract, to be drawn up by 20 July 1947, will stipulate all remaining conditions (specification of sorts of grain, weight per hectoliter, prices, etc.) and will be subject to approval by the competent ministries of both countries.

A letter expressing Your Excellency's concurrence with the provisions of this letter will be appreciated.

Please accept, Your Excellency, the expression of my deepest respect:

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APPENDIX II

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Protocol on the Guarantee of Delivery of Coal, Zinc and
Electric Power from Poland to the CSR for a Period of Five Years

In order to facilitate economic collaboration between the two nations and in order to guarantee certain investment deliveries, the Government of the CSR and the Government of the Polish Republic have agreed that, no later than two weeks from the day the Agreement on Economic Collaboration comes into force, negotiations between the two Governments on the delivery from Poland to the CSR of coal, zinc, and electric power will be concluded, and the result of these negotiations will constitute an integral part of this Protocol. The negotiations will deal with the obligation on the part of the Polish Government to issue licenses for the export of certain amounts of coal, zinc, and electric power to the CSR, with the obligation on the part of the Czechoslovakian Government to issue licenses for the import of these commodities from Poland, between 1 July 1947 and 30 June 1952, and finally with the conclusion of purchasing contracts between parties in Poland and Czechoslovakia.

The obligation on the part of both Governments to issue the necessary import and export licenses is conditional upon an agreement to be reached every year between the Czechoslovakian and Polish Elements on prices, means of transportation, and other conditions of sale.

In the event that differences should occur between the two parties in the course of the execution of this Protocol, such differences will be dealt with under the provisions of Article IV of the Agreement on the Guarantee of Economic Collaboration, concluded between the CSR and the Polish Republic.

Given at Prague, the 4th July 1947.

For the Government of the CSR:

For the Government of the Polish Republic:

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APPENDIX IVAgreement between the CSR and Poland on Investment Deliveries

In execution of the Agreement on the Guarantee of Economic Collaboration concluded between the CSR and Poland, the two high contracting parties agree to the following on investment deliveries:

Article I:

The Polish Government shall cause Polish industries and institutions to purchase investment goods from Czechoslovakian industry for a sum not to exceed 7.5 billion Czech crowns within five years from the day this agreement is signed.

Article II:

For a period of five years from the day this agreement is signed the Czechoslovakian Government shall facilitate the purchase by Polish industries and institutions of Czechoslovakian investment goods not to exceed 7.5 billion Czech crowns.

Article III:

The list of goods to be delivered in the course of execution of this agreement constitutes an indivisible part of this agreement and is attached herewith as Appendix IV-"A". The list of goods also sets yearly delivery quotas which take into account certain requirements expressed by the Polish Element. In the planning of yearly deliveries it has been assumed that orders will be placed not later than six months from the day this agreement is signed. Individual contracts will specify exact dates of delivery within the framework of the delivery plan.

On the basis of this agreement the Czechoslovakian Element delivers and the Polish Element purchases machines and industrial equipment of a value not to exceed 7.5 billion Czech crowns, with the stipulation that the value of heavy industrial equipment purchased does not exceed 4,750 million Czech crowns (items 2 to 8 on the attached list of goods).

Investment deliveries from the CSR will be facilitated by the import of certain needed raw materials from Poland (Appendices IV-"D" and IV-"E").

Article VI:

A Czechoslovakian-Polish Investment Commission (to be formed) will be responsible for the execution of this agreement. The duties of this Commission will consist of compiling a detailed delivery plan, approving individual purchasing contracts, supervising deliveries, reporting to both Governments on the progress made in the execution of this agreement. The statute of the Czechoslovakian-Polish Investment Commission constitutes an indivisible part of this agreement and is attached herewith as Appendix IV-"B".

Article V:

Individual agreements for the delivery of investment goods will be concluded directly between the selling and purchasing parties, in accordance with general regulations governing the delivery of investment goods. These general regulations constitute an indivisible part of this agreement and are attached herewith as Appendix IV-"C".

Article VI:

Both Governments will inform the Investment Commission of all industries and institutions authorized to sell or purchase investment goods.

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APPENDIX IV (cont.)Article VII:

Payment for Czechoslovakian deliverers will be made in accordance with the agreement reached today between the Gospodarstwa Krajowego Bank in Warsaw and the Zivnostenska Bank in Prague. The two high contracting parties have designated these two banks as their agents for the execution and receipt of payments.

The Gospodarstwa Krajowego Bank will open an account with the Zivnostenska Bank and all payments to Czechoslovakian deliverers will be made from this account. Funds for this account will be transferred from the Czech crown account of the Polish National Bank to the Czechoslovakian National Bank, and, in the event that these funds should prove insufficient, the Polish National Bank will obtain the necessary Czech crowns either for gold or by selling free foreign currency, or otherwise, subject to the consent of the Czechoslovakian National Bank.

(Reference is made to Article IX of the Payment Agreement concluded between the two countries.)

Article VIII:

The Czechoslovakian-Polish Finance Commission, formed under the terms of Article V of the Agreement on Financial Collaboration, will supervise the correct execution of the financial part of this agreement and will report to both Governments on this matter in accordance with Article I of the Agreement on Financial Collaboration.

Article IX:

All differences which may occur in the course of the execution of this agreement will be dealt with under the provisions of Article IV of the Agreement on the Guarantee of Economic Collaboration concluded between the CSR and the Polish Republic.

Article X:

This agreement will be valid from the day the Agreement between the CSR and the Polish Republic on the Guarantee of Economic Collaboration comes into force, until 30 June 1952. This agreement may not be terminated by either party before this date but a new agreement may be substituted for it at any time.

This agreement has been concluded in two equivalents; namely, in the Czech and Polish languages, both of which have the same validity.

Given at Prague, the 4th July 1947.

For the Government of the CSR:
For the Government of the Polish Republic:

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Approved For Release 2006/02/27 : CIA-RDP82-00457R001100220009-0

Supplement "A"
to APPENDIX IV

CENTRAL INTELLIGENCE GROUP

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List of Investment Goods to be delivered from the CSR to the Polish Republic, and Yearly Delivery Quotas:

Figures are in thousands of Czech crowns

	1947/48	1948/49	1949/50	1950/51	1951/52	Total
1. Machine tools and miscellaneous industrial equipment	85,000.	170,000.	175,000.	135,000.	90,000.	655,000.
2. Mining industry, equipment and spare parts	5,000.	20,000.	145,000.	385,000.	280,000.	835,000.
3. Metal foundries, equipment	---	20,950.	44,850.	313,000.	430,000.	808,800.
4. Electromotors, spare parts for same, miscellaneous electrical equipment	36,000.	359,500.	550,600.	658,300.	405,100.	2,009,700.
5. Chemical, sugar and rubber industries, miscellaneous equipment	450.	95,000.	329,700.	314,500.	200,350.	940,000.
6. Pumps and compressors	1,300.	102,200.	51,750.	92,600.	112,150.	360,000.
7. Cranes	---	75,600.	---	---	---	75,600.
8. Building, ceramic and cement industries, machines and miscellaneous equipment	2,250.	20,550.	212,000.	185,900.	---	420,700.
9. Food processing, tobacco, leather, and electric industries, miscellaneous machines	32,550.	78,700.	101,900.	52,600.	50,500.	316,250.
10. Agricultural machines, tractors, miscellaneous spare parts	210,500.	251,750.	156,250.	107,500.	51,500.	777,500.
11. Automobiles, Diesel engines, Diesel locomotives, and spare parts for same	209,000.	369,450.	221,500.	183,000.	85,000.	1,067,950.
12. Railroad tank cars and special tanks	25,000.	28,100.	---	---	---	53,100.
13. Fire-fighting equipment	10,000.	10,000.	10,000.	10,000.	10,000.	50,000.
14. Radio and telephone equipment	---	110,000.	145,000.	---	---	255,000.
15. Miscellaneous industrial equipment	61,000.	171,000.	244,900.	231,500.	166,500.	875,400.
Total Investment Deliveries:	677,550+1,882,800=2,388,650	2,388,650+2,669,900=1,851,100.	9,500,000.			

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APPENDIX XI

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Protocol on Collaboration in the Construction and Reconstruction
of Certain Industrial Installations

1. The Government of the CSR and the Government of the Polish Republic attach the greatest importance to the form of economic collaboration expressing itself in the joint reconstruction of certain industrial installations which contribute particularly to improvement in the standard of living in both countries. The two Governments request the competent government services of both countries to insure maximum exploitation of this form of collaboration between the two nations.
2. The Governments of both countries note with great satisfaction that an agreement in principle has been reached between the Central Power Administration and the Czechoslovakian Power Works on preparations for the joint expansion of the first part of the electric power plant located in Dworach near Oswiecim. The plant will have a capacity of 120 MW and will furnish both countries with electric power.
3. Both Governments are of the opinion, as the result of negotiations carried on between industrial groups of both countries, that primary attention should be given to the joint reconstruction of the following industrial installations:
 - a) Chemical plant located in Dwory near Oswiecim, and the coal mines at Ziemowit and Wesola.
 - b) Chemical plant Rokita located in Brzegu Dolny.
 - c) Artificial fiber plant located in Gorzowie.
 - d) Iron works located on the Klodnický Canal near Gliwice.
 - e) Dock yards on the Oder.
4. The joint construction and reconstruction of certain industrial installations located in the territories of both high contracting parties will be accomplished in such a way as to avoid the necessity for one-sided long range credits.

Given at Prague, the 4th July 1947.

For the Government of the CSR:
For the Government of the Polish Republic:

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